Hay v. Cohoes Co., 2 N. Y., 159; *Fitz Simons & Connell Co. v. Braun & Fitts*, 94 Ill. App., 533; *Langshorne v. Wilson*, 28 Ky. Law, 1181. A distinction is recognized in some jurisdictions between an injury caused by blasting debris directly upon the property of another, and by injuring it by vibrations in the air or earth, courts holding in the latter case that it is necessary to show negligence in the execution of the work to permit a recovery. *Benner v. Atlantic Dredging Co.*, 134 N. Y., 156. But, when for the purpose of lawfully making use of or improving land it becomes necessary to resort to blasting as the only practicable method of doing so, the owner will not be liable for consequential damages to neighboring property unless he has failed to exercise due care in the performance of the work. *Booth v. Rome, etc. Ry. Co.*, 140 N. Y.,267. In order for a liability to exist for an injury caused by blasting it is not necessary that there should be an actual invasion of the premises injured; it is immaterial whether the injury results from the direct attack of broken rock or from the concussion caused by the blasting. *Morgan v. Bowes*, 17 N. Y. Supp., 22. Where, however, the injury is not caused by the direct force of the explosion at all, liability can hardly be attached to those using the explosive, unless positive negligence can be imputed to their work. *Fitz Simons & Connell Co. v. Braun & Fitts*, 94 Ill. App., 533. A person engaged in the dangerous occupation of blasting is always liable for injuries, however remote, when negligence can be proved on his part. *Louisville, etc., Ry. Co. v. Bonhayo*, 94 Ky., 67.

FRAUDS, STATUTE OF—POSITION OF SIGNATURE—VALIDITY.—LEE V. VAUGHAN SEED STORE, 141 S.W., (ARK.), 496.—*Held*, that defendant's name printed in the body and on the back of a blank order for goods received by its agent did not constitute a signature within *Kirby's Dig.*, Sec. 3656, requiring certain contracts to be evidenced by a signed note or memorandum.

The English and American courts almost universally hold that a mark, initials or printed name is sufficient to constitute a signature if intended as such. *Bickley v. Keenan*, 60 Ala., 293; *Saunderson v. Jackson*, 2 B. & P., 238. The position of the signature is immaterial unless regulated by statute. *Wise v. Ray*, 3 Green (Ia.), 431; *New England Meat Co. v. Standard Worsted Co.*, 165 Mass., 331. However, the signature must authenticate every material part of the instrument. *Benjamin on Sales*, Sec. 259. But a late English decision has held that a signature to a document which contains the terms of a contract satisfies the Statute of Frauds though put *alio intuitu* and not in order to attest or verify the contract. *Griffith's Cycle Co. v. Humber*, 2 Q. B., 418 (1899). And a printed billhead was held to amount to a signature although not intended for that purpose but accepted as such by the party charged. *Schneider v. Norris*, 2 M. & S., 286. Where a statute requires the name to be subscribed it must be placed at the end of the document. *Coon v. Rigden*, 4 Colo., 282; *McGivern v. Fleming*, 66 How. Prac., 300 (N. Y.). But under a statute requiring a subscription, the name written across the face of the instrument, because of lack of room at the bottom, was held to be subscribed. *California Canneries Co. v. Scatena*, 117 Cal., 447.